

1 text of the final Interconnection Agreement?

2 MS. SHOCKET: We wouldn't have any problem
3 with it at all.

4 MS. JOHNS: Thank you. That's it for that
5 issue.

6 On issue V-13, this question is for AT&T.
7 Could you tell me--let me state the issue. The
8 issue is should Verizon be required to receive
9 confirmation of a port from NPAC prior to
10 disconnecting a ported number? And NPAC is
11 N-P-A-C.

12 Has this issue been raised in other
13 states?

14 MR. SOLIS: Yes, it has.

15 MS. JOHNS: How has it been resolved?

16 MR. SOLIS: Well, in Bell South's
17 territory, obviously Bell South does clear the
18 NPAC.

19 MS. JOHNS: This issue has been raised in
20 other states where AT&T has agreements with
21 Verizon?

22 MR. SOLIS: That understanding--I can't

1 answer that question from a legal perspective, is
2 it's been actually raised or not, but definitely
3 the whole nature of the weekend porting solution
4 that is put in place and the liability with that.

5 MS. JOHNS: I'm specifically dealing with
6 whether Verizon should be required to contact NPAC
7 as opposed to AT&T. That's the only issue I'm
8 concerned with.

9 Has that specific issue been raised in
10 other states where AT&T deals with Verizon?

11 MR. SOLIS: I'm aware of in New Hampshire
12 a recent filing where we asked Verizon to again
13 query the NPAC. I can't say it's been ruled. I
14 don't know the disposition of that. But we have
15 asked other states for the exact same thing, so to
16 query the NPAC before disconnecting the
17 translations for an active service.

18 MS. JOHNS: And that's all I have. Thank
19 you.

20 MR. DYGART: Great. I assume there is no
21 recross, no redirect?

22 MR. GARY: No redirect.

1 MS. BALDANZI: No, sir.

2 MR. DYGART: Thanks very much. This panel
3 is excused.

4 (Panel adjourned.)

5 MR. DYGART: If you would identify
6 yourself for the record.

7 MR. WOODBURY: My name is Vincent
8 Woodbury. I'm the Director of Regulatory Planning
9 for Operating Services and Retail Markets.

10 Whereupon,

11 VINCENT WOODBURY
12 was called for examination by counsel for
13 Commission and, after having been duly sworn by the
14 notary public, was examined and testified as
15 follows:

16 CROSS-EXAMINATION

17 MR. FREIFELD: I guess I will ask my
18 questions of you. Would you refer, please, to your
19 September 5th testimony. I believe it's marked
20 Verizon Exhibit 24.

21 On page four of that testimony, lines 5
22 and 6, you state that WorldCom attempts to portray

1 this issue--for the record, this issue is IV-23
2 dealing with the line information database,
3 LIDB--you state that WorldCom attempts to portray
4 this issue as a use restriction. It is not.

5 That is your testimony at that point?

6 MR. WOODBURY: Yes, sir.

7 MR. FREIFELD: You agree that LIDB is a
8 UNE; is that correct?

9 MR. WOODBURY: Yes.

10 MR. FREIFELD: You're proposing in this
11 proceeding that WorldCom's use of the LIDB UNE be
12 restricted to local calling only, aren't you?

13 MR. WOODBURY: No, I think I'm requesting
14 that when WorldCom uses LIDB to validate calls that
15 are local in nature, that they assign an operating
16 originating point code associated with local calls.

17 MR. FREIFELD: I'm asking you: In your
18 opinion, or is it your position that WorldCom
19 cannot use the LIDB UNE for anything other than
20 local calls?

21 MR. GARY: I think he just answered that
22 question.

1 MR. FREIFELD: I don't think he did.

2 MR. WOODBURY: Well, as far as I know,
3 LIDB only has one use, and that's associated with
4 validating calls for third number billing, collect
5 calling card. We have no problem at all with
6 WorldCom using LIDB to validate calls.

7 MR. FREIFELD: I keep in my question
8 asking you about the LIDB UNE, and your answer is
9 more generic LIDB. That's maybe where we are
10 passing each other.

11 When WorldCom uses the LIDB UNE as opposed
12 to the LIDB other service, you want that use of the
13 UNE restricted to local calls?

14 MR. WOODBURY: Yeah, I think we may have
15 been passing each other. When WorldCom uses LIDB
16 line information database as UNE and, therefore,
17 with associated UNE rates, that should be for local
18 calls, right.

19 MR. FREIFELD: So, that is a restriction
20 on the use of the UNE?

21 MR. WOODBURY: No. I think it's a
22 definition of the UNE.

1 MR. FREIFELD: That's fine. All right.

2 (Discussion off the record.)

3 MR. FREIFELD: Mr. Woodbury, if you would
4 refer to page 6, line 21, of that same piece of
5 testimony, you indicate there that WorldCom's use
6 of LIDB for exchange access service at UNE rates is
7 contrary to the Act and the Commission's
8 regulations.

9 Is that your testimony?

10 MR. WOODBURY: Could you read the line
11 that you're referring to.

12 MR. FREIFELD: I believe it's line 21.

13 MR. WOODBURY: They may have paginated
14 them differently, so I want to make sure we are
15 talking about the same one.

16 MR. FREIFELD: Page 6, line 21.

17 Does it make the statement that WorldCom's
18 use of LIDB for exchange access service at UNE
19 rates is contrary to the act and the Commission's
20 regulations?

21 MR. WOODBURY: Beginning on line 21, yes.

22 THE WITNESS: Thank you. Now, although

1 you make the statement, are you aware, nonetheless,
2 of the Commission's ruling in the First Report and
3 Order that Section 251(c)(3) of the Act permits
4 interexchange carriers and all other requesting
5 telecommunications carriers to purchase unbundled
6 elements for the purpose of offering exchange
7 access services?

8 MR. GARY: That's a legal question, I
9 think, as to what they meant, what they said.

10 MR. FREIFELD: I'm actually reading. I'm
11 not asking for interpretation. I'm just asking--

12 MR. GARY: Speaks for itself if you're
13 reading a regulation or law.

14 MR. FREIFELD: Assuming I read that
15 accurately and the Commission did, indeed, make
16 that finding, are you asking the Commission to
17 change that finding in this proceeding?

18 MR. GARY: Again, that's not his
19 testimony. I think that calls for a legal
20 interpretation.

21 MR. FREIFELD: I'm asking his position, is
22 he asking for a change in a rule. I'm not asking

1 him for a legal opinion. I'm asking for his
2 position. Is he asking the Commission to change
3 the rule?

4 MR. GARY: That requires a legal
5 interpretation of what the rule is. I think what
6 Mr. Woodbury said is the use of LIDB is pervasive.
7 It's a question of which you pay for, not a
8 question of use.

9 ARBITRATOR ATTWOOD: On what basis are you
10 relying on your interpretation of the rule? Does
11 that help you in your question?

12 MR. FREIFELD: I didn't follow the
13 question you asked.

14 ARBITRATOR ATTWOOD: You're trying to
15 identify on what basis your understanding of the
16 UNE LIDB, where is that?

17 MR. FREIFELD: Maybe this will help. The
18 witness makes the statement in his testimony that
19 WorldCom's use of the LIDB for access service at
20 UNE rates is contrary to the Act and the
21 Commission's regulations. I suppose that is, in
22 fact, a legal opinion being offered in the

1 testimony, and I suppose I'm asking the question:
2 What is the basis for that legal opinion, and is he
3 asking the Commission to make a change in the law?

4 MR. GARY: It's a legal question as to why
5 the access world is not affected by the Act. It
6 says explicitly in 251(g) access is not affected by
7 the Act. We are saying, I think, in our testimony,
8 and a matter of law, that UNE is for local
9 services. The access world has always used LIDB
10 long before the Act was passed, and LIDB dips were
11 under a tariff, still under a tariff, should we
12 charge for a tariff? And that's a straightforward
13 position.

14 MR. FREIFELD: Again, the testimony makes
15 the statement that the use of this UNE for exchange
16 access services is contrary to the Act and the
17 regulations. That's what the testimony says, and
18 that's what I'm exploring.

19 MR. WOODBURY: Well, in the same testimony
20 four lines up, line 16, I think the conclusion was
21 drawn from that reference where it said that in the
22 supplemental order, the Commission recognized that

1 exchange access market occupies a different legal
2 category from the market to telephone exchange
3 services. Indeed, at the highest level of
4 generality, Congress itself drew an explicit
5 statutory distinction between those two markets.

6 MR. FREIFELD: So, is that another legal
7 opinion in the testimony?

8 MR. WOODBURY: I'm not an attorney.
9 You're asking what caused that conclusion. I think
10 one statement follows the other.

11 MR. FREIFELD: That was a reference to the
12 Supplemental Order Clarification you just read?

13 MR. WOODBURY: I believe that's how it's
14 footnoted, yes.

15 MR. FREIFELD: That order deals with the
16 loop network transport combination of elements; is
17 that correct?

18 MR. WOODBURY: I don't know that.

19 MR. FREIFELD: If the Commission has
20 previously ruled, as I believe they have, that the
21 LIDB UNE can be used for exchange access services,
22 would you like the Commission to change that rule

1 in this proceeding?

2 MR. GARY: I object. We are not asking
3 for a change in the law. It's a legal conclusion.
4 We are not asking for a change in the law.

5 ARBITRATOR ATTWOOD: I think you
6 understand the basis for his testimony now.

7 MR. FREIFELD: That's fine.

8 Again, dealing with the LIDB UNE, not LIDB
9 generically, but the UNE, are you aware of any
10 restrictions imposed on the use of that LIDB in the
11 UNE Remand Order?

12 MR. WOODBURY: No, I'm not aware of any
13 restriction on the use of LIDB.

14 MR. FREIFELD: Again in your September 5th
15 testimony at page 8, line 14, you provide some
16 statistics. In those statistics, are you saying
17 that 30 percent of all LIDB inquiries are for all
18 local calls, or are you saying something else?

19 MR. WOODBURY: I believe I was saying in
20 Verizon Virginia, approximately 30 percent of LIDB
21 calls are local in nature, LIDB inquiries are local
22 in nature.

1 MR. FREIFELD: I believe the exact quote
2 is, (reading) For Verizon VA, local calls
3 constitute about 30 percent of all alternately
4 billed intra-LATA calls completed by the Verizon
5 customers.

6 So, my question to you is: Does that
7 statistic exclude LIDB inquiries where the LIDB is
8 used in conjunction with an intra-LATA call by an
9 IXC?

10 MR. WOODBURY: Yes.

11 MR. FREIFELD: Do you know what the
12 percentage of LIDB uses are for local calls when
13 all LIDB inquiries are counted?

14 MR. WOODBURY: No, I do not.

15 MR. FREIFELD: Presumably, though, it
16 would be lower than the 30 percent because we would
17 have increased the denominator in the equation?

18 MR. WOODBURY: If you increased it by one,
19 it would be lower.

20 MR. FREIFELD: It would have to be lower
21 if you include intra-LATA calls. I'm not asking
22 you for the number. That's lower?

1 MR. WOODBURY: That's the math, right.

2 MR. FREIFELD: Thank you.

3 You haven't provided that number in your
4 testimony?

5 MR. WOODBURY: I don't know that number.

6 MR. FREIFELD: You also assert in your
7 testimony that the use of LIDB UNE in lieu of your
8 tariffed access service is contrary to the
9 expressed mandate of Congress in Section 251(g) of
10 the Act. That's on page nine of the September 5th
11 testimony.

12 MR. WOODBURY: Where on page nine, please?

13 MR. FREIFELD: Lines 13 and 14.

14 Yes, that's in your testimony?

15 MR. WOODBURY: Yes.

16 MR. FREIFELD: If the Commission rejected
17 that precise argument in the First Report and
18 Order, are you in the position now of asking the
19 Commission to change that ruling?

20 MR. GARY: Again, it calls for legal
21 conclusion.

22 ARBITRATOR ATTWOOD: Well, he made the

1 legal conclusion in his testimony. I think it's a
2 fair question to answer.

3 MR. WOODBURY: So the question is
4 if--repeat it, please.

5 MR. FREIFELD: Yes.

6 I will proffer to you and for the record
7 that the Commission rejected that exact argument in
8 paragraph 362 of the First Report and Order.

9 If what I just said is accurate, are you
10 asking the Commission to change that ruling?

11 MR. GARY: Could we get 362 here?

12 MR. FREIFELD: I have it here if that will
13 save you some digging.

14 ARBITRATOR ATTWOOD: Can you rephrase the
15 question so he doesn't have to rely on whether the
16 Commission did or did not overrule that, from your
17 perspective.

18 MR. FREIFELD: Oh.

19 Would you like the Commission now to rule,
20 regardless of whether or not they have ever
21 addressed it, that Section 251(g) of the Act,
22 indeed, that that prohibits the use of LIDB for

1 exchange accessed service?

2 MR. WOODBURY: It's my understanding that
3 251(g) of the Act asserted that previous access
4 tariffs would stand.

5 MR. FREIFELD: And you would like the
6 Commission to rule on that section of the Act--

7 MR. WOODBURY: I'm not asking for a
8 ruling.

9 MR. FREIFELD: All right. That's fine.

10 MR. GARY: What was the paragraph?

11 MR. FREIFELD: The paragraph was 362 of
12 the First Report and Order.

13 But I will move on at this point, all
14 things considered.

15 Is it your position that the LIDB UNE
16 cannot be used for exchange access services because
17 there is an LIDB tariff in place?

18 MR. WOODBURY: Yes.

19 And due to the fact that it's my
20 understanding that UNE rates are associated with
21 local calls.

22 MR. FREIFELD: And if that argument has

1 been addressed and rejected by the Commission,
2 would you like that ruling changed?

3 MR. GARY: I object. That's at least the
4 third time he's asked the same question.

5 MR. FREIFELD: I thought at least on one
6 of those occasions you directed the witness to
7 answer, but maybe I'm mistaken.

8 ARBITRATOR ATTWOOD: I think the question
9 that is being asked has been asked and answered,
10 and I think you both understand the positions that
11 you're taking.

12 MR. FREIFELD: With that, then, we have no
13 further questions on this issue.

14 I think we then move on to the next issue,
15 which is the directory assistance listing database
16 issue V-24.

17 Is it your position in your testimony that
18 the directory assistance listing database is not an
19 unbundled network element?

20 MR. WOODBURY: That's correct.

21 MR. FREIFELD: Do you recognize a
22 difference between OS/DA services and the directory

1 assistance database?

2 MR. WOODBURY: I have a definition on what
3 the difference is.

4 MR. FREIFELD: They are two different
5 things, in your mind?

6 MR. WOODBURY: There is operator services
7 and directory assistance associated specifically
8 with call processing, and then there is a database
9 that assists directory assistance, and that's the
10 DA database.

11 MR. FREIFELD: I think we both agree that
12 the Commission has ruled that the directory
13 assistance and operator services are not unbundled
14 network elements where satisfactory customer
15 routing is provided, but the two parties have a
16 disagreement over whether or not the directory
17 assistance database is an unbundled network
18 element. Is that a fair characterization of the
19 two positions?

20 MR. WOODBURY: Which two parties?

21 MR. FREIFELD: Verizon and WorldCom.

22 MR. WOODBURY: What's your position?

1 MR. FREIFELD: That the directory
2 assistance database is an unbundled network
3 element.

4 MR. WOODBURY: Yes, we have a difference.

5 MR. FREIFELD: You filed rebuttal
6 testimony disagreeing with WorldCom's testimony
7 making that point, didn't you?

8 MR. WOODBURY: I don't honestly remember
9 that WorldCom asserted that it was a UNE, but it's
10 certainly our position that it is not a UNE.

11 MR. FREIFELD: Do you agree that the
12 Commission included in its UNE Remand Order the
13 statement that the following network elements need
14 not be unbundled, operator services and directory
15 assistance, and the Commission then went on to make
16 clear that those services are not network elements
17 where an incumbent LEC provides customized routing?

18 MR. WOODBURY: Are you reading from the
19 order?

20 MR. FREIFELD: That's the executive
21 summary of the order.

22 MR. WOODBURY: If you're reading from it,

1 then I guess it says that.

2 MR. FREIFELD: Will you also accept that
3 in the executive summary, on the other hand, it
4 does refer to the database as a UNE?

5 MR. WOODBURY: Where would that be?

6 MR. FREIFELD: In the executive summary
7 where it lists the items that are unbundled network
8 elements.

9 MR. WOODBURY: Can you cite that?

10 MR. FREIFELD: Yes. I believe it's
11 between paragraphs 14 and 15 of the UNE Remand
12 Order. Under the heading "Signaling and
13 Call-related Databases." It's two paragraphs up
14 from the--

15 MR. WOODBURY: I don't have the UNE Remand
16 Order in front of me.

17 MR. FREIFELD: I could provide it, or we
18 could move on.

19 MR. WOODBURY: Why should I be looking,
20 please?

21 MR. FREIFELD: "Signaling and Call-Related
22 Databases," if counsel gave you the correct page.

1 MR. WOODBURY: I have that heading.

2 MR. FREIFELD: The fourth line from the
3 bottom of that paragraph you will see the DA
4 database listed as an unbundled network element.

5 MR. WOODBURY: There is a line that says
6 "operator services/directory assistance databases."

7 MR. FREIFELD: Yes, sir.

8 Then, if you go down two paragraphs, you
9 will see network elements that need not be
10 unbundled, and will you agree with me there that
11 the Commission is referring to what we previously
12 discussed as OS and DA service?

13 MR. WOODBURY: It references that
14 incumbent LECs are not required to unbundle their
15 OS/DA services.

16 MR. FREIFELD: Exactly.

17 MR. WOODBURY: But there are other
18 references in the same order to include that the DA
19 database is unbundled.

20 MR. FREIFELD: What reference is in that
21 order?

22 MR. WOODBURY: I believe I have it

1 referenced in my testimony.

2 MR. DYGART: Is there a question on the
3 table right now?

4 MR. FREIFELD: I'm not sure.

5 MR. DYGART: If we are getting into
6 argument because--that's not effective use of our
7 time. We could construe that according to
8 counsel's argument. If you have factual questions
9 for this witness or his testimony, I would
10 appreciate it if you move to that.

11 MR. WOODBURY: Frankly, I'm a little
12 confused that we have no issue, as I understand it,
13 in this contract over whether or not the DA
14 database is a UNE.

15 MR. FREIFELD: I will move on.

16 No further questions on this issue.

17 MR. DYGART: Thank you.

18 MR. FREIFELD: I think that means the next
19 issue is issue IV-25, the calling name database,
20 which, to save syllables, I will refer to it as
21 CNAM going forward.

22 Is it your position that the Commission

1 cannot order the CNAM via a download or on an
2 electronic tape, that sort of thing, as opposed to
3 per query, or simply that the Commission has not
4 done so?

5 MR. WOODBURY: I think the Commission has
6 far-reaching powers. I don't believe they have at
7 this time ordered anything other than--

8 ARBITRATOR ATTWOOD: I'm all for that, as
9 a matter of record.

10 MR. WOODBURY: That wasn't intentional.

11 MR. FREIFELD: In your testimony, you
12 point out some of the reasons why in the past the
13 Commission ordered that access to the directory
14 assistance database be provided on a downloaded
15 basis.

16 Are you aware of whether or not cost
17 savings to CLEC that result from that method of
18 access was one of the reasons cited by the
19 Commission?

20 MR. WOODBURY: Ask me that again, please.

21 MR. FREIFELD: Yeah.

22 In your testimony, you mentioned some of

1 the reasons why the Commission ultimately ordered
2 access to the directory assistance database via
3 electronic download as opposed to on a per-query
4 basis. And I'm asking: Wasn't one of the reasons
5 cited by the Commission for the electronic download
6 access cost savings associated with that method?

7 MR. WOODBURY: We are talking CNAM here
8 now; right?

9 MR. FREIFELD: No, no.

10 MR. WOODBURY: You're asking a question
11 about the DA database?

12 MR. FREIFELD: In your testimony, you
13 discussed some of the reasons why the Commission
14 ordered access to the DA--WorldCom drew an analogy
15 between the two databases. In your rebuttal, you
16 attempted to point out that the analogy was not
17 apt, and in doing so, you pointed out the reasons
18 why the Commission provided download of the DA
19 database via electronic download.

20 And I'm asking if one of the reasons that
21 the Commission went with the electronic download in
22 that instance was cost savings, which CLECs would

1 realize as a result of that form of access.

2 MR. WOODBURY: I don't recall whether the
3 Commission included cost savings. I think they may
4 have said that it would be more efficient for the
5 other companies to have the listings in their
6 possession, when they are providing DA directory
7 assistance lookups.

8 MR. FREIFELD: Is access to Verizon's CNAM
9 database limited to a query through the SF7
10 network?

11 MR. WOODBURY: Yes, that's the industry
12 standard.

13 MR. FREIFELD: Are there any plans to
14 offer any other methods of access?

15 MR. WOODBURY: I think Verizon and
16 virtually every CNAM provider adheres to industry
17 standards. When the industry moves, so would we.

18 MR. FREIFELD: In your testimony, you
19 expressed concern that WorldCom would use the
20 information stored in CNAM to target a competitor's
21 top customers by determining which customers have
22 multiple lines.

1 You go on to note that Verizon can't use
2 the information provided to it by CLECs and ITTs
3 for Verizon's competitive advantage due to
4 commitments Verizon has made to the CLECs and ITTs.

5 MR. WOODBURY: Existing contracts.

6 MR. FREIFELD: Yes.

7 Would you agree that WorldCom could make a
8 similar commitment, if called upon, to not use the
9 database in the competitive fashion you have
10 described?

11 MR. WOODBURY: I presume you could draft
12 contracts.

13 MR. FREIFELD: Indeed, the Commission
14 could prohibit WorldCom from using the database for
15 targeting of potential customers; yes?

16 MR. WOODBURY: They have far-reaching
17 powers.

18 MR. FREIFELD: They do.

19 In your testimony, you set forth some of
20 the development work that might be necessary for
21 the provision of a database via download. Do you
22 recall that testimony?

1 MR. WOODBURY: Say it again, please.

2 MR. FREIFELD: You set forth some of the
3 development work that might be required if you were
4 to--had to provide the database via a download.

5 MR. WOODBURY: I think I said that there
6 would be lots of development work since there has
7 never been a download.

8 MR. FREIFELD: So therefore, since there
9 has never been a download, you haven't undertaken
10 any of that work, have you?

11 MR. WOODBURY: No.

12 MR. FREIFELD: No need to?

13 MR. WOODBURY: Right.

14 MR. FREIFELD: Have you contacted either
15 of the other two ILECs which have been directed by
16 state commissions to provide CNAM via download
17 regarding the work that they have undertaken?

18 MR. WOODBURY: No.

19 MR. FREIFELD: How does a customer go
20 about protecting his privacy, given the existence
21 of caller ID services?

22 MR. WOODBURY: Protecting their privacy in

1 what circumstance?

2 MR. FREIFELD: Well, there is a way the
3 customer indicating they do not want their name or
4 number transmitted to a caller ID device; is that
5 correct?

6 MR. WOODBURY: Yes. They could block that
7 by prescription or per use.

8 MR. FREIFELD: Would that privacy
9 indicator, if I could call it that, be part of a
10 downloaded CNAM database?

11 MR. WOODBURY: There is a privacy
12 indicator in the CNAM database, yes.

13 MR. FREIFELD: Thank you. That's all the
14 questions I have on IV-25.

15 ARBITRATOR ATTWOOD: We will take a
16 five-minute break.

17 (Brief recess.)

18 ARBITRATOR ATTWOOD: All right. Back on
19 the record.

20 MR. FREIFELD: Mr. Woodbury, these
21 questions relate to issues IV-80 and 81.

22 In your testimony, you indicate that in

1 Verizon VA service territories, Verizon will
2 provide customized routing to WorldCom's feature
3 group D trunks in the manner which WorldCom has
4 proposed. That's in your September 5th testimony;
5 is that accurate?

6 MR. WOODBURY: Tell me again, please?
7 Where is the reference?

8 MR. FREIFELD: Page 31, lines 26 through
9 29.

10 MR. WOODBURY: The quote that reads,
11 (reading) Yes, Verizon Virginia office customized
12 routing of OS/DA and including feature group D
13 protocol?

14 MR. FREIFELD: Yes.

15 MR. WOODBURY: I said that.

16 MR. FREIFELD: Thank you.

17 Elsewhere in testimony you indicate that
18 testing of the customized routing by the two
19 companies would be advisable, and you indicate a
20 willingness to engage in that testing; is that
21 correct?

22 MR. WOODBURY: I believe I forwarded them

1 a letter to that effect.

2 MR. FREIFELD: So, in spite of this
3 agreement, though, there is a disagreement about
4 contract language between the parties which you go
5 on to discuss in your testimony; correct?

6 MR. WOODBURY: Yes.

7 MR. FREIFELD: I would like to focus on
8 the contract language proposed by WorldCom, four
9 sentences, and I propose to break it down and go
10 through them sentence by sentence. The document I
11 distributed is those four sentences.

12 The first sentence at the top reads as
13 follows, (reading) Where Verizon has deployed an
14 AIN capability that allows routing of OS/DA calls
15 to MCIm's Feature Group D trunks, or where Verizon
16 uses existing switch features and functions to
17 route to OS/DA calls to MCIm's feature Group D
18 trunks, Verizon shall provide customized routing of
19 OS/DA calls placed by MCIm customers to the
20 particular outgoing trunks and associated routing
21 tables designated by MCIm, using Feature Group D
22 protocol, including trunks terminating at OS/DA

1 platforms designated by MCIm.

2 Now, am I correct in assuming that a
3 portion of that sentence that refers to use of the
4 AIN capability offered by Verizon VA would be
5 acceptable to Verizon, but the portion that refers
6 to providing customized routing by another method
7 is what's objectionable?

8 MR. WOODBURY: As I said, we had AIN
9 capability in Virginia. I don't know what the
10 necessity to identify what the form of customized
11 routing that's compatible to the technology which
12 MCI wants to employ. If we had some other
13 technology other than AIN that enabled us to
14 provide that service, that would be just as
15 suitable. So, I don't know why the need to define
16 the type of capabilities to deliver the service to
17 you is.

18 MR. FREIFELD: Actually, I thought it was
19 Verizon who wanted to define the capability or the
20 service would provided by AIN capability.

21 MR. WOODBURY: In Virginia that is true.

22 MR. FREIFELD: Would you agree to

1 memorialize that commitment in the Interconnection
2 Agreement?

3 MR. WOODBURY: We have separated operator
4 services and directory assistance contracts with
5 all providers in Virginia. We would prefer to keep
6 these agreements separate.

7 MR. FREIFELD: You understand this
8 provision we are talking about is provision of
9 customized routing in lieu of OS/DA as UNES?

10 MR. WOODBURY: I understand that we have
11 an issue of whether or not we can provide you
12 customized routing in a compatible technology to
13 that which you're deploying.

14 MR. FREIFELD: Well, that's not actually
15 an issue. You agreed you could do it. I'm just
16 asking about contract language.

17 Would you agree to put contract language
18 reflecting that agreement in this Interconnection
19 Agreement?

20 MR. WOODBURY: As I say, we offer
21 contracts specific to OS and DA. We prefer to keep
22 that contract language separate. In that language

1 we specify all of the particulars with some 80
2 providers in Virginia today.

3 MR. FREIFELD: So, your position is that
4 the contract language detailing the provision of
5 customized routing need not be in the
6 Interconnection Agreement between the parties? You
7 answered that. I withdraw it.

8 Is it your position that customized
9 routing can only, or Verizon will only provide it
10 to feature Group D trunks via the AIN methodology
11 and no other?

12 MR. WOODBURY: No, I think I said earlier
13 that in Virginia we do have AIN technology which
14 will enable us to provide customized routing via
15 feature Group D. If we had some other technology
16 that would enable us to do the same, I don't know
17 what the objection MCI, WorldCom or any other
18 feature group D carrier would have.

19 MR. FREIFELD: It's not an objection. You
20 agreed earlier some testing would be appropriate by
21 providing routing to feature Group D trunks via AIN
22 capability to anybody at the moment in Virginia?

1 MR. WOODBURY: Nobody has ever asked for
2 it.

3 MR. FREIFELD: The concern is if it works
4 that would be fabulous, although we would like the
5 commitment in the Interconnection Agreement. But
6 if for some reason the AIN capability does not
7 work, do you then feel you're not obligated to
8 provide customized routing to the feature Group D
9 trunks designated by WorldCom by some other
10 methodology?

11 MR. WOODBURY: No. We committed that we
12 can and will provide customized routing to feature
13 Group D. We tested ourselves, we offered a month
14 ago to test it with MCI, and we are still waiting.

15 MR. FREIFELD: Would you test--I will
16 repeat the question--if after the testing occurs
17 the AIN methodology for some reason doesn't work--

18 MR. WOODBURY: It's going to work.

19 MR. FREIFELD: Doesn't work. We hope it
20 does. If it doesn't, do you feel you're not
21 obligated to provide the customized routing via
22 another method?

1 MR. WOODBURY: That's the only technology
2 that I'm aware of that we have today that would
3 support feature Group D routing.

4 MR. FREIFELD: Thank you. No further
5 questions.

6 MS. FAGLIONI: Mr. Woodbury is the witness
7 that has one other issue on the panel for next
8 week, and Mr. Freifeld said if he would prefer if
9 Mr. Woodbury be available by phone next week
10 instead of bringing him back.

11 ARBITRATOR ATTWOOD: That's acceptable.

12 MR. DYGART: Does Verizon have questions
13 for WorldCom's witnesses?

14 (Pause.)

15 MR. DYGART: Would you state your name for
16 the record, please.

17 MR. CAPUTO: My name is Edward Caputo,
18 C-A-P-U-T-O.

19 MR. LEHMKUHL: Michael Lehmkuhl,
20 L-E-M-H-K-U-H-L.

21 MR. GOLDFARB: Chuck Goldfarb.

22 Whereupon,

1 EDWARD CAPUTO

2 MICHAEL LEHMKUHL

3 were called for examination by counsel for
4 Commission and, after having been duly sworn by the
5 notary public, was examined and testified as
6 follows:

7 CROSS-EXAMINATION

8 MR. GARY: Mr. Goldfarb, let's start with
9 you. Let's do this numerically.

10 I take it you're the witness on LIDB?

11 MR. GOLDFARB: Yes.

12 MR. GARY: Mr. Goldfarb, we agree that
13 LIDB is the database that deals with carriers to
14 accept calling card numbers, third-party pay,
15 collect calls that verifies those numbers?

16 MR. GOLDFARB: Yes.

17 MR. GARY: And that's been around a long
18 time, hadn't it?

19 MR. GOLDFARB: Yes.

20 MR. GARY: Now, since it predated the
21 Telecommunications Act of 1996, back--and let's
22 just say 1990, just to be a talking point, in 1990,

1 if an interexchange company's customer made a
2 collect call, that interexchange company would dip
3 or query the LIDB database?

4 MR. GOLDFARB: Yes.

5 MR. GARY: And it would pay for that dip
6 for that interstate call through the access charge
7 tariffs?

8 MR. GOLDFARB: Yes, it would.

9 MR. GARY: And if it made those calls
10 today, that same interexchange carrier and that
11 same collect call were made today, would it still
12 be at the LIDB database?

13 MR. GOLDFARB: Yes.

14 MR. GARY: The process hasn't changed
15 much, the same process that's been going on for
16 years?

17 MR. GOLDFARB: If the IXC continued to do
18 so, yes.

19 MR. GARY: And would it continue to pay
20 for those LIDB dips under the interstate access
21 charge tariffs?

22 MR. GOLDFARB: It would have a choice

1 because as a requesting carrier it would be able to
2 seek--it would be able to seek LIDB as a UNE or
3 could get special access.

4 MR. GARY: Let's assume that this
5 interexchange carrier doesn't have a local
6 affiliate. It's just a pure interexchange carrier.

7 So, it would still dip the LIDB database
8 through the interstate access charge tariffs,
9 wouldn't it?

10 MR. GOLDFARB: It might be, but I don't
11 think it would be required to. The
12 Telecommunications Act would allow a--the '96 Act
13 would allow it to use UNES.

14 MR. GARY: So, your testimony is that an
15 interstate IXC without a CLEC affiliate could
16 somehow dip the LIDB database as a UNE?

17 MR. GOLDFARB: It might, but my testimony
18 has to do with what would be done by a CLEC because
19 my testimony has to do with the Interconnection
20 Agreement with the CLEC that would be purchasing
21 LIDB as a UNE to provide exchange access service.

22 MR. GARY: Right. And I want to explore